

C.216

**Town of Tiverton, Rhode Island
Public Works Director**

Employment Contract

AGREEMENT entered into this 7th day of January, 2008 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and, Stephen Berlucchi, hereinafter referred to as the "Employee".

WHEREAS the Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into employment of the Employee, it is therefore now agreed that the following be affected:

1. **TERM**

The term of this agreement shall commence on January 7, 2008 and continue for three consecutive years and terminate on January 6, 2011.

DUTIES

The Employee shall be responsible for the supervision and overall operation of the Department of Public Works. The Employee shall perform various functions relating to the proper operation of the department and shall fulfill the responsibilities under Section 901 of the Town of Tiverton Home Rule Charter and all applicable sections of the Tiverton Town Code. It is agreed the Employer may, from time to time, modify the duties should town demands warrant it; it is further agreed that attendance and participation at Town Council and various town committee meetings will be part of assigned duties, at the discretion of the Town Administrator.

All such duties shall be performed regardless of time commitment unless specifically agreed to in writing by the Employer. It is agreed that the Employee has the use of a town vehicle for the performance of such duties and that he has the right to use such vehicle for commuting purposes.

2. **SALARY**

The Employee shall receive the salary of \$78,000 per year pro-rated for the period beginning on the first day of employment through July 21, 2008; the salary of \$80,000 per year prorated from July 22, 2008 to January 21, 2009 with a satisfactory evaluation. Years two and three, anniversary increases shall be determined by merit.

The procedure for determining the level of merit shall be performance related. The employee shall receive in salary according to the following:

- | | |
|---|-------------|
| 1. Exceeds performance requirements in all areas- | 5% increase |
|---|-------------|

- | | |
|--|---------------|
| 2. Exceeds performance requirements in most areas- | 4.5% increase |
| 3. Exceeds performance requirements in some areas- | 4% increase |
| 4. Performs at a satisfactory level - | 3% increase |
| 5. Needs improvement - | 0% increase |

All of the stated amounts are to be paid on a fortnightly basis. It is herein agreed and understood that in the event of termination of employment by either party the aforesaid annual salary shall be prorated on an annualized basis.

3. JOB EVALUATION

The Employer shall evaluate the job performance of the Employee at least once annually for the entire period of the agreement. The evaluation shall include a five (5) tiered ranking system as follows:

1. Exceeds performance requirements in all areas.
2. Exceeds performance requirements in most areas.
3. Exceeds performance requirements in some areas.
4. Performs at a satisfactory level.
5. Needs improvement.

The Employer reserves the right to conduct a job evaluation at any time during the Term of the agreement.

4. RETIREMENT

The Employee shall participate in the Rhode Island Employees' Retirement System with contributions by the Employee to the plan being in accordance with the Employees' Retirement System.

5. VACATION

The Employee shall be entitled to vacation leave at the rate of fifteen (15) days per year accumulated at the rate of 1 and ¼ days per month. It is agreed that during the term of this contract the Employee may carry forward vacation leave up to an accumulated total of three (3) weeks.

6. SICK LEAVE/PERSONAL LEAVE

The Employee shall be granted 12 sick days per year. Leave may be accumulated for the term of this contract. Sick leave will be accumulated at the rate of one (1) day per month. There shall be no cash value to any accumulated sick leave at any time during this agreement period.

The Employer may require a physician's certificate after five (5) consecutive days of absence from employment due to illness.

The Employee shall be granted three (3) personal days per year.

7. BEREAVEMENT LEAVE

The employee may be absent for three consecutive business days (with full pay) in the case of death of a father, mother, brother, sister, wife child, step-child or grand child. Two days for father-in-law or mother-in-law or a grandparent. Additional time may be granted at the discretion of the Town Council for any Bereavement leave.

7. LIABILITY INSURANCE

The Employee shall be covered by the Town of Tiverton Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the proper discharge of duties of the office and while acting in the capacity of his employment.

8. HOLIDAYS

The Employee shall be entitled to time off with pay for the following holidays:

New Year's Day	Martin Luther King Day
President's Day	Good Friday (one half day)
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Half Day before Christmas	Christmas Day

9. LIFE INSURANCE

The Employee shall be entitled to term life insurance coverage in the amount of \$50,000 for the period of this agreement.

10. HEALTH INSURANCE

The Employee shall be entitled to Health Insurance (Blue Cross Healthmate Coast to Coast and Delta Dental) for the individual or family plan coverage at the co-share contribution of 15% of the cost of the healthcare and dental insurance plans offered by the Employer for the period of this agreement. The Employer reserves the right to provide comparable coverage during the period of this agreement using another plan provider. In lieu of this benefit, the Employee may choose to be compensated at the rate of \$3000.00 per year with such compensation being disbursed in equal fortnightly amounts.

12. CONTINUING EDUCATION

The Employee shall be reimbursed \$500.00 per year for costs associated with continuing education as related to the position of Public Works Director. This sum may be carried forward for the duration of this contract.

13. SUSPENSION/REMOVAL:

Notwithstanding the term of this employment contract, termination shall occur either by:

a) Mutual agreement of the parties;

b) Retirement of the EMPLOYEE;

In the event of retirement of the EMPLOYEE, the employee shall notify the EMPLOYER at least sixty (60) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement.

c) Employee may be terminated or suspended for willful non-compliance with any provisions of Rhode Island State Law or the Tiverton Home Rule Charter including, but not limited to, those provisions which relate to the Employee's qualifications for holding the position of Public Works Director;

d) Death of Employee;

e) Disability of the Employee;

In the event of disability, by illness or physical or mental incapacity of the Employee to perform his duties and obligations as prescribed under the contract, which the disability exists or is likely to exist for a period of more than six (6) months during the term of this Agreement, the Employer may, in its discretion, make a proportionate deduction from the Employee's entitlement to sick leave or other applicable benefits accrued by the Employee. In the event the disability of the Employee continues for a period of one (1) year or more or if the disability is determined to be permanent by competent medical documentation (at least two (2) physicians specializing in the area of the claimed disability other than the Employee's treating physician), the Employer may terminate the agreement at its option with notice to the Employee and all obligations of the Employer for payment of salary and other benefits shall cease.

f) Discharge for Cause

Employee may be discharged for cause during the term of this contract for one or more of the following reasons: (1) conviction of a felony (2) repeated failure to comply with established Employer policy (3) insubordination and/or (4) continuing neglect of duties.

Any suspension/removal of EMPLOYEE during the term of this agreement prior to its termination date shall be governed by Section 1210 of the Town of Tiverton Home Rule Charter.

14. STATUS REPORT

Prior to the issuance of the Employee's final paycheck, the Employee shall submit a written report to the Town Administrator, which details the status of the Public Works Department. This shall include, but not limited to, an assessment of operations, status of

department budget, description of pending and awarded grants, projects and details of unresolved issues.

15. RENEWAL

Renewal of the EMPLOYEE'S employment shall be considered by the EMPLOYER only during the last 6 months of the Employee's employment contract. Not later than 30 days prior to the end of the last year of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to renew or not renew the employment contract or offer Employee a new employment contract.

16. POLICIES AND PROCEDURES

The Employee is subject to all policies and procedures as adopted by the Employer in the Town of Tiverton personnel handbook.

This agreement is executed this 7th day of January, 2008, by:

Town of Tiverton:



Glenn Steckman

Town Administrator

Employee:



Stephen Berlucchi

Employee